52.243-4 Changes.

As prescribed in 43.205(d), insert the following clause: The 30-*day* period *may* be varied according to agency procedures.

Changes (June 2007)

(a) The *Contracting Officer may*, at any time, without notice to the *sureties*, if any, by written order designated or indicated to be a *change order*, make changes in the work within the general scope of the contract, including changes-

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the *Contracting Officer* that causes a change *shall* be treated as a *change order* under this clause; Provided, that the Contractor gives the *Contracting Officer* written notice stating-

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a *change order*.

(c) Except as provided in this clause, no order, statement, or conduct of the *Contracting Officer shall* be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the *Contracting Officer shall* make an equitable adjustment and modify the contract *in writing*. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause *shall* be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment *shall* include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor *must* assert its right to an adjustment under this clause within 30 days after (1) receipt of a written *change order* under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the *Contracting Officer* a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment *may* be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment *shall* be allowed if asserted after final payment under this contract.

(End of clause)

Parent topic: 52.243 [Reserved]